REMARKS

Claims 1-11 and 13-26 are pending in this application. All were rejected under 35 USC §102(e) in view of U.S. Published Application 2004/0049294 to Keene. Applicant asks the Office to reconsider this application and allow all of the claims.

As with all of the references cited in previous actions, Applicant finds nothing in Keene that would show or suggest the delivery of information describing the business relationship between one of the business entities and "another entity that is not party to the agreement," as recited in all of Applicant's claims. Keene's system, in fact, is designed specifically to prevent one party from accessing information that relates to another party. Keene states this clearly in paragraph [0028]: "[I]f a computer manufacturer [the OEM and "host" of the system] were contracting with a keyboard manufacturer [the CEM and "guest" of the system] to build keyboards, it would want to limit the keyboard producer to information or specifications pertaining to the keyboard. . . . The computer manufacturer would not want the first keyboard manufacturer to see pricing information and other information that may be sensitive to the OEM or to the keyboard manufacturer's competitors." Keene adds in paragraph [0030] that "the computer manufacturer, the host, can set up each of the CEMs privilege criteria so that the CEM will only see its own pricing information and not other competitors' pricing information."

In paragraph [0048] and Figure 5, Keene does describe a situation in which relationships exist amongst several of the CEMs that do business with the OEM and "host" of the system. Even in this example, however, Keene is careful to emphasize the importance of shielding each CEM's data from the other CEMs: The system is "configured such that the CEMs are not identified, and that each CEM is able to access, view or otherwise, only the information that is relevant to the individual OEM-CEM relationships." (¶[0048])

What's more, even with this concern for shielding each CEM's data from the other CEMs, Keene states that the "privilege access criteria" governing access to the data would be "established by a concensus among the group of business partners." ((¶[0049])

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Keene's preference is that "one business partner [would] govern the access to the data stored in the database" (*i.e.*, one of the partners would ensure proper application of the "privilege access criteria"), but the "privilege access criteria" themselves would be established by "concensus" (*i.e.*, agreement) among the partners. The result is that all of the CEMs in Keene's example would be parties to the agreement(s) governing access to the database, and thus even if one CEM were receiving information relating to another CEM, this would not be information about "another entity that is not party to the agreement," as claimed.

Applicant has read the rest of Keene's description carefully, particularly the passages cited by the Office (*e.g.*, ¶¶[0018]-[0022], [0024], [0048], [0050], [0053]), and Applicant finds nothing to suggest the delivery of information about an "entity that is not party to the agreement." If the Office is aware of any passage that does provide this teaching, Applicant asks the Office to point specifically to the relevant language in this passage. Applicant notes that, in its discussion of this element in the independent claims, the Office does not point to specific language in Keene, but rather points generally to the several paragraphs listed above.
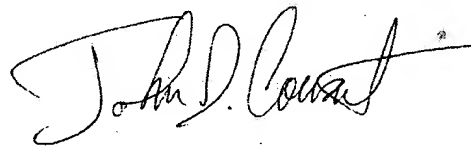
In the end, Applicant believes that Keene neither shows nor suggests all elements of Applicant's claims and the claims are therefore allowable over Keene.

CONCLUSIONS

The prior art of record does not show or suggest the invention claimed by Applicant. Therefore, all of the claims are allowable. Applicant asks the Office to reconsider this application and allow all of the claims.

The Office is authorized to charge any fees that may be due, except for the issue fee, to deposit account 14-0225.

Respectfully,

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